

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF  
VIRGINIA  
Richmond Civil Division

SANDRA BERRIOS,

Plaintiff,

v.

EXPERIAN INFORMATION SOLUTIONS,  
INC., et al.

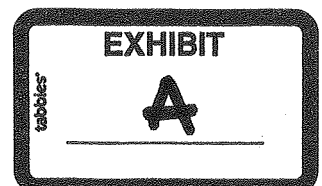
Defendants.

Civil No.: 3:11cv496

**DECLARATION OF SANDRA BERRIOS**

Pursuant to 28 U.S.C. § 1746, I, Sandra Berrios, declare the following:

1. I reside with my children in Lorton, Virginia (my "home").
2. On or about August 8, 2008, I filed a lawsuit in Fairfax County Circuit Court against Defendant Flagstar Bank ("Defendant" or "Flagstar") in an action styled *Sandra J. Berrios v. 1st Principle Mortgage, LLC, et al.*, Civil Action No. CL08-12312.
3. Prior to trial, I reached a settlement with Flagstar that resulted in a permanent modification of my loan, which was owned and serviced by Flagstar.
4. Since the permanent modification became effective on September 1, 2009, I consistently paid my monthly mortgage to Flagstar in accordance with the instructions in the modification agreement.
5. I never missed a payment on the modification agreement.
6. Shortly after I dismissed my lawsuit, the servicing rights of my loan were sold to Nationstar Mortgage ("Nationstar").
7. Nationstar also sent me notices that I was in default of my mortgage even though I was still current under the terms of the modification agreement.
8. After I received the Nationstar notices, my attorney contacted Flagstar's attorney, who arranged for Flagstar to reacquire the servicing rights of my loan so the modification agreement would be honored.



9. I kept making my payments to Flagstar in accordance with the loan modification agreement.

10. Despite this, I began to receive notices from Flagstar that my loan was delinquent.

11. My attorney, again, contacted Flagstar's attorney, and the issue was temporarily resolved.

12. However, Flagstar stopped honoring the modification agreement, sending me notices that I was in default.

13. My attorney sent a letter, dated September 17, 2010, to Flagstar disputing that I was behind on my mortgage payments and requesting they investigate the matter.

14. As far as I know, Flagstar did not respond to this letter.

15. Instead, they kept sending me notices that I was behind on my mortgage payments.

16. Eventually, Flagstar began to send my payments back to me because, according to Flagstar, I was too far behind.

17. I still send my monthly payments in, even though I know Flagstar will send them back to me.

18. On or around May 11, 2011, Flagstar forwarded my home to foreclosure by instructing Samuel White, P.C. to conduct a foreclosure sale of my property.

19. I was still current on my monthly payments when I received the foreclosure notice from Samuel White.

20. On May 31, 2011, I sent correspondence to Flagstar requesting they investigate their improper servicing of my loan.

21. Again, Flagstar never responded to my letter.

22. In May, 2011, I obtained copies of my credit reports from Equifax, Experian and Trans Union. These reports inaccurately indicated that I was delinquent on my mortgage payments.

23. On June 10, 2011, I forwarded written dispute letters to each credit bureau. With each dispute, I included a copy of my loan modification agreement and proof of all payments pursuant to the modification agreement.

24. Within a month, I received correspondence from all three credit bureaus stating that Flagstar refused to correct the inaccurate reporting on my credit files.

25. The correspondence from the credit bureaus was inaccurate.
26. Flagstar's inaccurate reporting was the only derogatory item on my credit report.
27. I have been denied credit due to their inaccurate credit reporting.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 16<sup>th</sup> day of February, 2012.

  
Sandra Berrios